



JANE DEE HULL
Governor

MARY E. PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION

206 South 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007-3213
Phone (602) 255-8088



THOMAS G. SCHMITT
State Engineer

E. JACK HAMMITT
Joint Project Administrator

07 January, 1999

TRANSPORTATION DEPT.

JAN 11 1999

Mr. Robert Steele, Signal Systems Analyst
City of Scottsdale
3939 Civic Center Boulevard
Scottsdale, AZ 852251

Re: ADOT ECS File JPA 97-99
AZTech Project /TRACS No.: H4450 01X
Amendment Three

Dear Mr. Steele:

Conditions have changed since the production of the AZTech agreement (enclosed). We may use this instrument to reflect those changed conditions.

Therefore; on page 2, under Scope of Work, the following paragraphs are added to read:

1. City will:

k. "Enter into a contract with a Traffic Check Vendor to operate and maintain the Traffic Check Services on City-owned public access CATV channel.

l. "Provide operation and maintenance for the system for at least three additional years at an expected cost not to exceed \$10,000.00, per year. The operation and maintenance (O & M) requirements can be reviewed after the first year and the O & M level can be revised, if desired, based on that review".

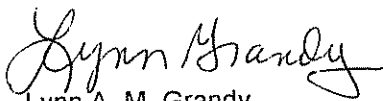
2. The State will:

g. Provide for the initial Traffic Check installation on the first year of O & M, through an existing agreement with Maricopa County (JPA 97-29).

All other terms and conditions of the agreement remain the same.

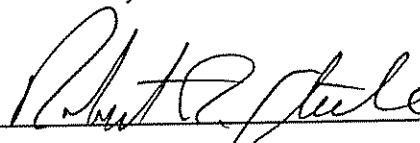
To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence by signing in the space provided below and return one original to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 712-8088 or Ms. Tricia Lindley at (602) 712-7604.

Sincerely,


Lynn A. M. Grandy
Joint Project Coordinator

Ittrazad
Encl.

Concur for City of Scottsdale

By 
1-12-99
(date)



JANE DEE HULL
Governor

MARY E. PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION

206 South 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007-3213
Phone (602) 255-8088



THOMAS G. SCHMITT
State Engineer

E. JACK HAMMITT
Joint Project Administrator

22 July, 1998

Mr. Robert Steele, Signal Systems Analyst
City of Scottsdale
3939 Civic Center Boulevard
Scottsdale, AZ 852251

Re: ADOT ECS File JPA 97-99
AZTech Project /TRACS No.: H4450 01X
Amendment Two

Dear Mr. Steele:

Conditions have changed since the production of the AZTech agreement (enclosed). We may use this instrument to reflect those changed conditions.

Therefore; on page 2, under Scope of Work, the following paragraphs are revised to read:

1. City will:

j. "Coordinate the upgrade of its traffic signal system to provide the AZTech system server with volume, occupancy and speed data on a cycle by cycle frequency, estimated to be \$72,000.00."

2. State will:

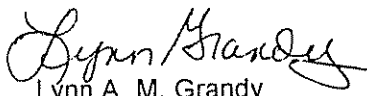
g. "Reimburse the City for the invoiced amount necessary to provide the AZTech system server cycle by cycle volume, occupancy and speed data, estimated to be \$72,000.00."

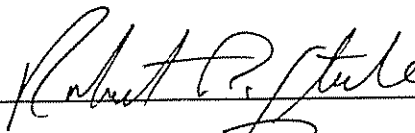
All other terms and conditions of the agreement remain the same.

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence by signing in the space provided below and return one original to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8088 or Mr. Jim Decker at (602) 340-8250.

Sincerely,

Concur for City of Scottsdale


Lynn A. M. Grandy
Joint Project Coordinator

By 
11-29-98
(date)

ltradnd
Encl.



ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
206 South Seventeenth Avenue - Phoenix, Arizona 85007-3213



April 28, 1998

JANE DEE HULL
Governor

MARY E PETERS
Director

THOMAS G. SCHMITT
State Engineer

E. JACK HAMMITT
Joint Project Administrator

Steele
Mr. Robert ~~Steel~~, Signal Systems Analyst
City of Scottsdale
3939 Civic Center Boulevard
Scottsdale, AZ 85251

Re: Agreement JPA 97-99
AZTech Project: Signal Synchronization
TRACS No.: H 4849 03X
Amendment One

Dear Mr. Steel:

Conditions have changed since the production of the above referenced agreement (enclosed). We may use this instrument to reflect those changed conditions.

The Arizona State Legislature approved House Bill 2237 and as a result has provided funding for Air Quality Enhancement Projects that have been developed through the AZTech transportation consortium. Therefore, under II. Scope, 1. The City will: add:

- 4/4/98*
- i. Coordinate and upgrade its traffic signal system to facilitate the addition of the Town of Paradise Valley's traffic signals into the Scottsdale signal system, estimated to be \$120,000.00.
 - 4/10/98* j. Coordinate the upgrade of its traffic signal system to provide the AZTech system server with volume, occupancy and speed data on a cycle by cycle frequency, estimated to be \$30,000.00.
 - k. Submit to the State an itemized invoice for the hardware and software development necessary to achieve the above referenced tasks.

Under II. Scope, 2. The State will: add:

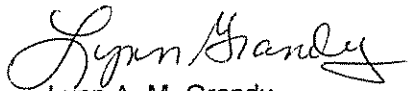
- g. Reimburse the City for the invoiced amount necessary to complete the signal system upgrade necessary to add Paradise Valley signals to the Scottsdale signal system, estimated to be \$120,000.00.
- h. Reimburse the City for the invoiced amount necessary to provide the AZTech system server cycle by cycle volume, occupancy and speed data, estimated to be \$30,000.00.

All other terms and conditions of the agreement remain the same

Mr. Robert Steel
AZTech Project Signal Synchronization
April 28, 1998
Page 2

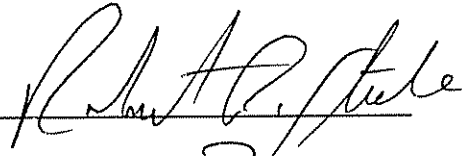
To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence by signing in the space provided below and return one original to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8088 or Mr. Jim Decker at (602) 340-8250.

Sincerely,



Lynn A. M. Grandy
Joint Project Coordinator

Concur for City of Scottsdale

By 
6-3-98
(date)

Enclosure
ltradnd

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SCOTTSDALE

THIS AGREEMENT is entered into 19 March 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SCOTTSDALE, acting by and through its MAYOR AND CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401, and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572, and its Charter to enter into this agreement and has by resolution agreed to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The US Department of Transportation has allocated \$7,500,000.00 to the metropolitan Phoenix area to be administered by the State and Maricopa County to accomplish the program via a State, City and private sector partnership known as the "AZTech Project", for the expressed purpose of implementing an Integrated Regional Advanced Traveler Information System, and demonstrate intelligent transportation systems throughout the area and involve State, City, regional and local jurisdictions

4. The AZTech concept is to integrate the existing intelligent transportation infrastructure into a regional system. The State with Maricopa County, regional and local jurisdictions, are jointly developing the AZTech Project to establish and implement an integrated traveler information system for the multimodal traveler. The Project will enhance the transportation management systems for the Phoenix metropolitan area by providing up-to-the-minute travel information and facilitate signal coordination across jurisdictional boundaries, thereby providing increased safety and improved regional mobility.

5. The State and City are working together with other AZTech Project partners in a common goal of coordinating traffic management systems in direct consideration of a regional transportation system.

NO. 22252
Filed with the Secretary of State
Date Filed: 03/19/98
Betsy Bayless
Secretary of State
By: Vicky Greenwood

6. The State and the City have identified potential areas where Intelligent Transportation System (ITS) technology can be applied to improve traffic management and establish a Traffic Traveler Information System in the valley for the AZTech Project. The intent of this agreement is to define the terms of the parties with regard to respective responsibilities related to the SMART Corridors instrumentation, (defined as "a systematically managed roadway, utilized at maximum efficiency.) The term of the AZTech Project is 5 years.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE

1. The City will:

a. Provide representatives to the AZTech Project committees and working groups. Allow for and assist in the communication between the Traffic Operation Centers (TOCs). Allow timely access to the City's traffic system data bases. Participate in the development and implementation of a system evaluation plan. Participate in the development and implementation of multi-jurisdictional signal system timing plans and establish inter-operability between City, State and other local jurisdictions. Participate in system training as required.

b. Be responsible for the design, construction assistance and maintenance of five (5) field detector stations, as well as provide ongoing operations support and maintenance for the five (5) year duration of the AZTech Project. The stations all monitor traffic on or approaching Scottsdale Road at the following locations. All costs (excluding maintenance) are reimbursable by the State.

1. Scottsdale Road South of Vista Drive
2. Scottsdale Road South of Double Tree Road
3. Scottsdale Road South of Thunderbird Road
4. Shea Boulevard West of Miller Road
5. Shea Boulevard East of 70th Street

c. Be responsible for, construction assistance and maintenance of a closed circuit television system at the southwest corner of the intersection of Scottsdale Road and Shea Boulevard. All costs for the closed circuit television system are reimbursable by the State, up to \$60,000.00.

d. Modify the City's existing traffic signal computer system in order to provide to AZTech traffic signal timing plan data, traffic count, occupancy and speed data, and event data.

e. Install the initial KIOSK at the State's expense, at an estimated cost of \$20,000.00 per KIOSK, at the location proposed by the City and agreed upon by the State. Provide ongoing operations support and maintenance for the five (5) year duration of the AZTech Project and be responsible for all costs beyond the initial expenditure by the State. Be responsible for additional KIOSKS at a fifty percent (50%) match, at an estimated cost of \$10,000.00 per KIOSK, at the location proposed by the City and agreed upon by the State, provided additional funding is available through the AZTech Project, should the City desire additional KIOSKS.

f. On a monthly basis, maintain and provide, to the State AZTech Project Administrator, on an approved format, an itemized accounting of all contracts, in-kind services and materials, necessary to implement the AZTech SMART corridors. Provide the State on a monthly basis, an invoice for the reimbursement of approved work completed by the City within the AZTech SMART corridors, at an estimated aggregate amount not to exceed \$100,000.00.

g. Be responsible for all video and data communications cost beyond the initial 36 month implementation of the AZTech program at an estimated cost of \$1,666.00/month. At the end of the initial 36 month period, the City may negotiate with U S West Communications, (the video and data services provider), for video and data service needs beyond the initial implementation period at the current or a reestablished service level.

h. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

2. The State will:

a. Allow timely access to State AZTech Server system data bases to facilitate integration into the AZTech Project. Participate in the development and implementation of a system evaluation plan.

b. Provide assistance to the City, in project planning, design review and construction, to the extent necessary, to implement the AZTech SMART corridors.

c. Upon review of an itemized accounting of all contractual and material costs necessary to implement the AZTech SMART corridors, reimburse the City up to the approved cost within the AZTech SMART corridors, at an estimated cost not to exceed \$100,000.00.

d. Be responsible for the initial KIOSK, at an estimated cost of \$20,000.00 per KIOSK. Support and maintain all operating systems and traveler information software on the AZTech KIOSKS, at an estimated cost not to exceed \$3,000.00 per KIOSK, for the 5 year duration of the AZTech Project. Be responsible for additional KIOSKS at a fifty percent (50%) match, at an estimated cost of \$10,000.00 per KIOSK, at the location proposed by the City and agreed upon by the State, provided additional funding is available through the AZTech Project, should the City desire additional KIOSKS.

e. Be responsible for all video and data communications costs between traffic operations centers for the initial 36 month implementation of the AZTech program, at an estimated cost not to exceed \$65,000.00.

f. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until 30 June 2003, or until cancelled by either party upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6 All legal notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Scottsdale
Transportation Department
3939 Civic Center Blvd.
Scottsdale, AZ 85251

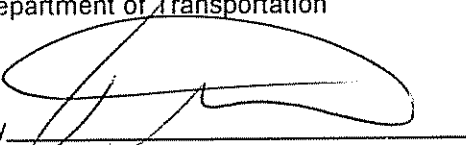
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SCOTTSDALE

By 
SAM K. CAMPANA
Mayor

STATE OF ARIZONA
Department of Transportation

By 
THOMAS G. SCHMITT
State Engineer

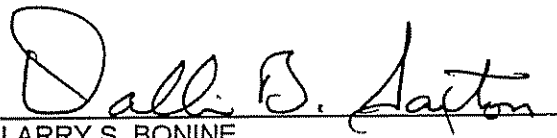
ATTEST

By 
SONIA ROBERTSON
City Clerk

RESOLUTION

BE IT RESOLVED on this 1st day of July 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, enter into an agreement with the City of Scottsdale, for the purpose of defining responsibilities to jointly develop the AZTech Project, establish and implement an integrated traveler information system for the multimodal traveler.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Engineer for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 4994

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE PURPOSE OF OBTAINING GRANT MONEY ALLOCATED FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND PARTICIPATION IN THE AZTECH PROJECT.

WHEREAS, the Arizona Revised Statutes 11-951, et seq., provide that public agencies may enter into intergovernmental agreements for joint operation or cooperative action; and

WHEREAS, Section 3-1 of Article 1 of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the City of Scottsdale desires to enter into an agreement with the State of Arizona to obtain its share of U.S. Department of Transportation funds and otherwise accomplish the purposes set forth above.

NOW THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

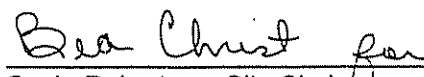
Section 1. Sam Kathryn Campana, Mayor, is hereby authorized and directed to execute, on behalf of the City of Scottsdale, an agreement with the State of Arizona for the purpose of obtaining funds for transportation improvements and participation in the AZTECH Project.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 17th day of February, 1998.

BY:


SAM KATHRYN CAMPANA, MAYOR

ATTEST:


Sonia Robertson, City Clerk

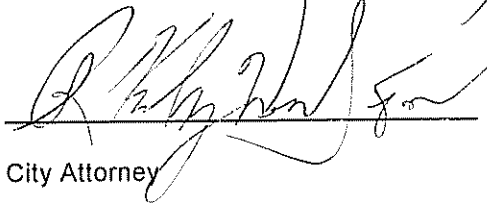
APPROVED AS TO FORM:


FREDDA BISMAN, City Attorney

APPROVAL OF THE CITY OF SCOTTSDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SCOTTSDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 4 day of February, 1998.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-1869TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE March 12, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/11028

Enc.